

A.G. Contract No. KR96- 0842

INTERAGENCY AGREEMENT BETWEEN
THE ARIZONA DEPARTMENT OF AGRICULTURE
AND THE ARIZONA DEPARTMENT OF TRANSPORTATION

This agreement is entered into this 22 day of MAY, 1996, between the Arizona Department of Agriculture (ADA) and the Arizona Department of Transportation (ADOT).

Whereas, the parties are authorized to enter into this agreement pursuant to A.R.S. § 11-951 *et seq.*, as well as §§ 3-107(A)(4) and 28-114, the parties hereby agree as follows:

1. ADOT shall lease to ADA twenty vehicles for ADA's karnal bunt program for a period of six months.
2. ADA shall pay ADOT the sum of thirty-five cents for every mile driven by these vehicles.
3. In addition to the mileage fees in paragraph two, ADA shall pay for fuel, which shall be obtained at fueling facilities operated by ADOT.
4. ADA's risk management coverage shall apply to all accidents and damage incurred while the vehicles are on lease to ADA.
5. This agreement shall be effective upon filing with the Secretary of State.
6. All books, accounts, reports, files, and other records relating to this contract shall be subject at all times to inspection and audit by both parties for five years after completion of this contract. Such records shall be produced by the party at its main office upon written request by the requesting party.
7. This agreement may be terminated by either party by giving the other party written notice thirty days in advance of termination. This agreement may be amended by mutual written agreement of the parties.
8. The parties to this agreement are bound by applicable laws governing nondiscrimination

and equal employment opportunity, pursuant to Executive Order No. 75.5.

9. In the event of a dispute, the parties agree to enter into arbitration in accordance with A.R.S. § 12-1518.

10. The parties agree that the performance of each party may, to some extent, be dependent upon the appropriation of necessary funds by the Legislature of the State of Arizona. Should the Legislature fail to appropriate the funds necessary for either party's performance, that party may cancel this agreement without further duty or obligation. Either party shall given the other as much notice as is reasonably possible of the unavailability of funds for the performance of this agreement.

11. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Joseph H. O'Neill, Equipment Administrator

Arizona Department of Transportation

~~1801 W. Jefferson~~

~~Phoenix, AZ 85007-3224~~

2225 S. 22ND AVENUE

Phoenix, AZ 85009-6779

(map)

Ken Boyd, Associate Director

Arizona Department of Agriculture

1688 West Adams

Phoenix, AZ 85007

IN WITNESS WHEREOF, the parties have executed this agreement by their subsequent signatures.

DEPARTMENT OF AGRICULTURE

By *Ken Boyd*
Ken Boyd, Associate Director

Date: 5-16-96

DEPARTMENT OF TRANSPORTATION

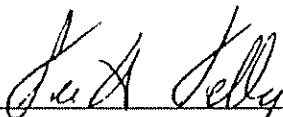
By *J. O'Neill*
Joseph H. O'Neill, Equipment Administrator

Date: 5/22/96

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APPROVED AS TO FORM
This 1ST day of May, 1996
GRANT WOODS
Attorney General
By *Don Boyd*
Assistant Attorney General

DEPARTMENT OF AGRICULTURE

By 
Keith Kelly, Director

Date: 20 May 96

Approved as to form this 20th day of May, 1996.


Andrew Thomas
Assistant Attorney General